

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

Kinship Home Studies
PROPOSALS ARE DUE NO LATER THAN May 27, 2021

RFP 2350

BUYER:
Division of Child Protection Services

POC: Dawson Lewis
Dawson.Lewis@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____
(Digital Signature allowed)

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 **GENERAL INFORMATION**

1.1 **PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The purpose of this request for proposal is to select an offeror to complete home studies of kinship families for children in the custody and/or care of the Department of Social Services. The request for proposal also includes the completion of kinship home studies for children in the custody of other states seeking placement with kinship families in South Dakota through the Interstate Compact on the Placement of Children (ICPC). The offeror will utilize the Department of Social Services home study process to assess the kinship family's ability to provide a safe and stable placement for the child.

1.2 **ISSUING OFFICE AND RFP REFERENCE NUMBER**

The Department of Social Services is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Division of Child Protection Services. The reference number for the transaction is RFP 2350. Refer to this number on all proposals, correspondence, and documentation relating to the RFP.

Please refer to the Department of Social Services website link <http://dss.sd.gov/keyresources/rfp.aspx> for the RFP, any related questions/answers, changes to schedule of activities, amendments, etc.

1.3 **SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)**

RFP Publication	<u>04-20-2021</u>
Deadline for Submission of Written	<u>05-05-2021 5:00pm CDT</u>
Inquiries	
Responses to Offeror Questions	<u>05-12-2021</u>
Request for SFTP folder	<u>05-20-2021</u>
Proposal Submission	<u>05-27-2021 5:00p CDT</u>
Anticipated Award Decision/Contract	<u>06-18-2021</u>

1.4 **SUBMITTING YOUR PROPOSAL**

All proposals must be completed and received in the Department of Social Services by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

Proposals shall be submitted as PDFs via Secured File Transfer Protocol (SFTP). Offerors must request an SFTP folder no later than **May 20, 2021**, by emailing Dawson Lewis at the email indicated on page one. The subject line should read "**RFP 2350 SFTP Request**". The email should contain the name and email of the person who will be responsible for the uploaded document(s).

Please note, offeror will need to work with agency's own technical support staff to set up an SFTP compatible software on offeror's own end. While the State of South Dakota can answer questions, the State of South Dakota is not responsible for the software required.

No proposal may be accepted from, or any contract or purchase order awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.6 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.7 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.9 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after **May 5, 2021**. Email inquiries must be sent to Dawson.Lewis@state.sd.us with the following wording, exactly as written, in the subject line: **RFP 2350 Questions**.

The Department of Social Services (DSS) will respond to offerors' inquiries by posting offeror aggregated questions and Department responses on the DSS website at <http://dss.sd.gov/keyresources/rfp.aspx> no later than **May 12, 2021**. For expediency, DSS may combine similar questions. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.10 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. ***Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected.*** The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.11 LENGTH OF CONTRACT

The provider contract resulting from this RFP will be issued for a period of one (1) year, July 1, 2021 to May 31, 2022, with the option for renewal for up to four (4), one (1) year contracts at the discretion of the State based on performance and/or the continued availability of funds. Contracts will be renegotiated on an annual basis.

1.12 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in Hughes County, State of South Dakota. The laws of South Dakota shall govern this transaction.

1.13 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 **STANDARD AGREEMENT TERMS AND CONDITIONS**

Any contract or agreement resulting from this RFP will include, at minimum, the State's standard terms and conditions as seen in Attachment A. As part of the negotiation process, the contract terms listed in Attachment A may be altered or deleted. The offeror should indicate in their response any issues they have with any specific contract terms. If the offeror does not indicate any contract term issues, then the State will assume the terms are acceptable.

3.0 **SCOPE OF WORK**

The Department of Social Services vision is Strong Families – South Dakota's Foundation and Our Future. The purpose of the Division of Child Protection Services is to assure children's safety, permanency and well-being. The goal of Child Protection Services is to maintain children's safety in their homes and when not possible, children may need either a temporary or permanent alternative family setting. Whenever possible, and when in the best interest of a child, either in an initial, on-going or permanent placement, relatives must be considered for placement before any other placement. South Dakota has a relative preference law, SDCL 26-7A-19, which mandates placement preference to a qualified relative.

Kinship care is defined as the continuous care provided for a child requiring out-of-home placement in the home of a relative. Fictive kinship (close family friends who had a prior relationship with the child) may also be considered to be kinship. The practice of relatives or "Kin" parenting children when their birth parents cannot is a time-honored tradition in most cultures. Within the child welfare system, children have the right to be with people they know, provided they will be safe and it is in their best interest. Relative placements assure children will have connections to their families and be a part of their culture. Requests for kinship home studies will be referred by South Dakota Child Protection Services for placement of children in custody and referrals received through the Interstate Compact for Placement of Children from other states. Parental home studies may also be requested on an as needed basis for children in custody.

3.1 **Kinship Home Studies**

3.1.1 Describe in the proposal the offeror's philosophy regarding kinship care.

3.1.2 During Fiscal Year 2021, Child Protection Services referred approximately 309 families for kinship home studies, with approximately 216 families completing the home study process.

Describe in the proposal how the offeror will complete kinship home studies within each of the seven (7) Child Protection Services Regions within 30 days of receiving the home study request. **(See Attachment B – Child Protection Services Map)**

3.1.3 Often times families may be reluctant to complete a home study because they feel they shouldn't have to go through the home study process because they are family. Describe how the offeror will work with families to complete the home study process in a timely manner. Describe family engagement techniques to be used by the offeror. Child Protection Services will provide letter templates to be used by the offeror for correspondence with prospective kinship providers upon successful contract negotiations. Changes to the letter templates must have prior approval from Child Protection Services.

3.1.4 The selected offeror will be expected to complete home studies on kinship applicants using the Kinship Home Study document provided by Child Protection Services. Affirm acknowledgment or provide comments in the proposal. **(See Attachment C – Kinship Home Study Document).**

- 3.1.5** Describe in the proposal what types of information are important in assessing a prospective kinship provider in order to make a recommendation to assist Child Protection Services in making a decision regarding approval of the kinship applicant.
- 3.1.6 Exchange of Information:** Describe in the proposal how the exchange of information will occur between Child Protection Services and the offeror regarding each kinship applicant throughout the process.
- 3.1.7 Monitoring and Evaluation:**
- Describe in the proposal what process will be utilized to monitor the consistency and quality of Kinship Home Studies completed by the offeror's assigned staff to include but not limited to the following: Ensure quality of home studies. Describe in the proposal what process will be utilized to monitor the consistency and quality of Kinship Home Studies completed by assigned staff to include but not limited to the following:
 - Grammar/Spelling
 - Sufficient information is gathered to assess the kinship caregiver's protective capacities related to the kinship caregiver's ability to provide care for the child(ren) identified in the kinship home study referral.
 - Analysis and recommendations are justified by information gathered and documented in the home study
 - Content to include analysis of information and recommendations.
 - Valid References
 - Background Checks for ICPC only:
 - DCI Criminal Background Checks
 - In-state and out-of-state Central Registry Screenings
 - Sexual Offender Registry Check
 - The offeror will continually evaluate their processes to complete timely and quality kinship home studies while ensuring they are efficient.
 - Describe in the proposal what process will be utilized to evaluate the performance of staff assigned to complete the work.
- 3.1.8** The offeror will complete the Inquiry Process in FACIS, documenting data such as Inquiry Type, Inquiry Date, Source, Inquiry Actions and documenting when notification letters are sent and when phone calls are made. Affirm acknowledgment or provide comments in your proposal.

3.2 Kinship Reporting Requirement

The offeror must affirm acknowledgment or provide comments in their proposal for the following reporting requirements.

The selected offeror will be expected to submit a Quarterly and End of the Year Report to Child Protection Services State Office with the following information:

- i. Number of kinship applicants referred to the offeror each month during the quarter and total number at the end of the year.
- ii. Name, race and outcome for each kinship referral to include the following;
 1. Completed the process
 2. No response from applicant
 3. Agency withdrawal and reasons for withdrawal
 4. Client withdrawal and reasons for withdrawal
 5. Non-compliant
- iii. If time between the referral and completion date for in-state referrals is over 30 calendar days or ICPC referrals is over 45 calendar days, provide an explanation why.
- iv. Strengths and areas for development regarding the kinship study process.

- v. Detailed report of expenditures for the quarter and the amount left in the grant agreement.

3.3 Assurances for Program Responsibilities

The selected offeror must provide assurances for each of the following program responsibilities and expectations in their proposal and provide copies of policy and procedure materials upon request:

- A.** Confidentiality of Child Protection Services information.
- B.** Financial management, including management of multiple funding sources, separate from all other agency funding. Financial income vs. expenditure reports must be submitted on a quarterly basis to the State. An outside accounting firm may be used to meet this requirement.
- C.** Allow Child Protection Services to review all financial records related to the grant upon request.
- D.** Sound personnel and administrative policies and practices are in place for employees that include an employee manual addressing policies such as sick and annual leave, work adjust hours, overtime, employee review process and expense reimbursement requests.
- E.** Each employee is aware of mandatory child abuse and neglect reporting requirements.
- F.** Communicate with Child Protection Services via phone conference and/or face to face review of home studies referred and completed as well as address issues or concerns related to kinship home studies on a monthly basis.
- G.** Give credit to Child Protection Services for its funding support on all press releases, reports, brochures, and other related materials by the offeror. Provide Child Protection Services with draft materials for approval.
- H.** Provide telephone service, voice messaging service, e-mail access, internet access, and a general agency e-mail address.

3.4 Organization Qualities and Characteristics

The successful offeror will have the following organization qualities and characteristics: Describe in your proposal how you meet or exceed each of these points.

- A.** A history of providing high quality training and consultation at the community level
- B.** A philosophical comment and demonstrated experience in collaboration and partnership with DSS
- C.** An administrative structure capable of efficiently managing statewide consultant staff as well as subcontracts where necessary.
- D.** Demonstrated leadership capability and orientation to developing services in collaboration with DSS and/or other provider agencies as well as making changes to services provided as the needs of the State continue to change.
- E.** A strong commitment to address cultural diversity.
- F.** A history of demonstrated effectiveness in subcontract management and/or lead agency coordination of multiple providers. As well as a description of how challenging issues were addressed within those contracts.

3.5 Outcomes

The offeror must affirm acknowledgment and describe, as needed, in their proposal how they will address and meet each of the following bulleted expected outcomes.

System outcomes to be accomplished within the context of this contract:

- A.** Increase the number of kinship families available for placement of their relatives
- B.** Complete kinship home studies within 30 calendar days of in-state requests and within 45 calendar days of ICPC requests.

- C. Increase public recognition of the valued role of kinship families within the child welfare system on an area and statewide basis.
- D. A description of needed resources, both personnel and non-personnel needed to perform all activities on the RFP.
- E. Families recommended for placement approval are aligned with Child Protection's vision, purpose and goal outlined in section 3.0.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the point of contact of the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3 The offeror **MUST** submit a copy of their most recent independently audited financial statements.
- 4.4 Provide the following information related to at least three previous and current service/contracts performed by the offeror's organization which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years:
 - a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
- 4.5 The offeror must submit information that demonstrates their availability and familiarity with the locale in which the project (s) are to be implemented.
- 4.6 The offeror must detail examples that document their ability and proven history in handling special project constraints.
- 4.7 If an offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1 The offeror must submit one (1) copy of their entire proposal, including all attachments and cost proposal(s), in PDF digital format via SFTP.
- 5.2 All proposals must be organized and have a page separating each section with the following headings:
 - 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.

- 5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
- 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
- 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
- 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP as detailed in Sections 3 and 4. The response should identify each requirement being addressed as enumerated in the RFP.
- 5.2.3.3 A clear description of any options or alternatives proposed.
- 5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.
- See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria listed in order of importance:
- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
- 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
- 6.1.4 Availability to the project locale;
- 6.1.5 Familiarity with the project locale;
- 6.1.6 Proposed project management techniques;
- 6.1.7 Ability and proven history in handling special project constraints, and
- 6.1.8 Cost proposal.
- 6.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and

reliable experience in past performances, especially those performances related to the requirements of this RFP.

- 6.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
- 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

7.0 **COST PROPOSAL**

The offeror should submit their proposal for the allocation of various expenses associated with providing services to the State within the scope of their proposal. This proposal should include all costs associated with employee salaries and benefits, for direct and indirect care staff, insurance vehicle costs, facility rent/lease/maintenance cost, office supply costs, utilities, professional fees and contract services and any other expenses that are deemed necessary to perform the services outlined in this proposal. **(See Attachment D – Cost Proposal Spreadsheet)**

Attachment A

**STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF CHILD PROTECTION**

**Consultant Contract
For Consultant Services
Between**

State of South Dakota
Department of Social Services
DIVISION OF CHILD PROTECTION
700 Governors Drive
Pierre, SD 57501-2291

Referred to as Consultant

Referred to as State

The State hereby enters into a contract (the "Agreement" hereinafter) for consultant services with the Consultant. While performing services hereunder, Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

1. CONSULTANT'S South Dakota Vendor Number is _____.
2. PERIOD OF PERFORMANCE:
 - A. This Agreement shall be effective as of June 1, 2020 and shall end on May 31, 2021, unless sooner terminated pursuant to the terms hereof.
 - B. Agreement is the result of request for proposal process, RFP #_____
3. PROVISIONS:
 - A. The Purpose of this Consultant contract:
 - 1.
 2. Does this Agreement involve Protected Health Information (PHI)? YES () NO (X)
If PHI is involved, a Business Associate Agreement must be attached and is fully incorporated herein as part of the Agreement (refer to attachment) .
 3. The Consultant will use state equipment, supplies or facilities.
 - B. The Consultant agrees to perform the following services (add an attachment if needed.):
 - 1.
 - C. The State agrees to:
 - 1.
 2. Make payment for services upon satisfactory completion of services and receipt of bill. Payment will be in accordance with SDCL 5-26.
 3. Will the State pay Consultant expenses as a separate item?
YES () NO (X)
If YES, expenses submitted will be reimbursed as identified in this Agreement.
 - D. The TOTAL CONTRACT AMOUNT will not exceed \$ _____.

The area below this help box is free form text entry to be used to list requirements placed upon the State.

4. BILLING:

Consultant agrees to submit a bill for services within (30) days following the month in which services were provided. Consultant will prepare and submit a monthly bill for services. Consultant agrees to submit a final bill within 30 days of the Agreement end date to receive payment for completed services. If a final bill cannot be submitted in 30 days, then a written request for extension of time and explanation must be provided to the State.

5. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding Department of Social Services rules, regulations and policies to the Consultant and to assist in the correction of problem areas identified by the State's monitoring activities.

6. LICENSING AND STANDARD COMPLIANCE:

The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this Agreement. The Consultant will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.

7. ASSURANCE REQUIREMENTS:

The Consultant agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Executive orders 12549 and 12689 (Debarment and Suspension), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

8. RESTRICTION OF BOYCOTT OF ISRAEL:

Pursuant Executive Order 2020-01 for contractors, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more - by signing this contract, the Consultant certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit any commercial relations as related to the subject matter of the contract with any person or entity that is either the State of Israel, a company doing business in or with Israel, or a company authorized by, licensed by, or organized under the laws of the State of Israel to do business, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State of South Dakota to terminate this contract. The Consultant further agrees to provide immediate written notice to the State of South Dakota if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

9. RETENTION AND INSPECTION OF RECORDS:

The Consultant agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Consultant shall retain such records for a period of six years from the date of submission of the final expenditure report. If such records are under pending audit, the Consultant agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement. State Proprietary Information retained in Consultant's secondary and backup systems will remain fully subject to the obligations of confidentiality stated herein until such information is erased or

destroyed in accordance with Consultant's established record retention policies.

All payments to the Consultant by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this Agreement shall be returned to the State within thirty days after written notification to the Consultant.

10. WORK PRODUCT:

Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, State Proprietary Information, as defined in the Confidentiality of Information paragraph herein, state data, end user data, Protected Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Consultant in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Consultant without the written consent of the State.

Paper, reports, forms, software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State nonetheless reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Consultant agrees to return all information received from the State to State's custody upon the end of the term of this Agreement, unless otherwise agreed in a writing signed by both parties.

11. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this Agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

12. FUNDING:

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

13. ASSIGNMENT AND AMENDMENTS:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

14. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be resolved in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

15. SUPERCESSION:

All prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

16. IT STANDARDS:

Any software or hardware provided under this Agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

17. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. SUBCONTRACTORS:

The Consultant may not use subcontractors to perform the services described herein without express prior written consent from the State. The State reserves the right to reject any person from the Agreement presenting insufficient skills or inappropriate behavior.

The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. The Consultant is required to assist in this process as needed.

20. STATE'S RIGHT TO REJECT:

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

21. HOLD HARMLESS:

The Consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

22. INSURANCE:

Before beginning work under this Agreement, Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

Consultant shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

Consultant shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

Consultant shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

Consultant agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

(Medical Health Professional shall maintain current general professional liability insurance with a limit of not less than one million dollars for each occurrence and three million dollars in the aggregate. Such insurance shall include

South Dakota state employees as additional insureds in the event a claim, lawsuit, or other proceeding is filed against a state employee as a result of the services provided pursuant to this Agreement. If insurance provided by Medical Health Professional is provided on a claim made basis, then Medical Health Professional shall provide “tail” coverage for a period of five years after the termination of coverage.)

23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Consultant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the State if during the term of this Agreement either it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

24. CONFLICT OF INTEREST:

Consultant agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Consultant expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

25. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, “State Proprietary Information” shall include all information disclosed to the Consultant by the State. Consultant acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Consultant shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this Agreement; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information. Consultant is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Consultant shall protect confidentiality of the State’s information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Consultant; (ii) was known to Consultant without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State’s officers or employees having authority to disclose such information; (iv) was independently developed by Consultant without the benefit or influence of the State’s information; (v) becomes known to Consultant without restriction from a source not connected to the State of South Dakota. State’s Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Consultant understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party’s rights under this Agreement. Consultant acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Consultant will be required to undergo investigation.

26. REPORTING PROVISION:

Consultant agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Consultant, or the State of South Dakota or its officers, agents or employees to liability. Consultant shall report any such event to the State immediately upon discovery.

Consultant's obligation under this section shall only be to report the occurrence of any event to the State and to make any

other report provided for by their duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

27. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

_____ Consultant Signature	_____ Date
_____ Consultant Printed Name	
_____ State - DSS Division Director	_____ Date
_____ State - DSS Chief Financial Officer Laurie Mikkonen	_____ Date
_____ State – DSS Cabinet Secretary Laurie R. Gill	_____ Date

State Agency Coding:

CFDA #	_____	_____	_____	_____
Company	_____	_____	_____	_____
Account	_____	_____	_____	_____
Center Req	_____	_____	_____	_____
Center User	_____	_____	_____	_____
Dollar Total	_____	_____	_____	_____

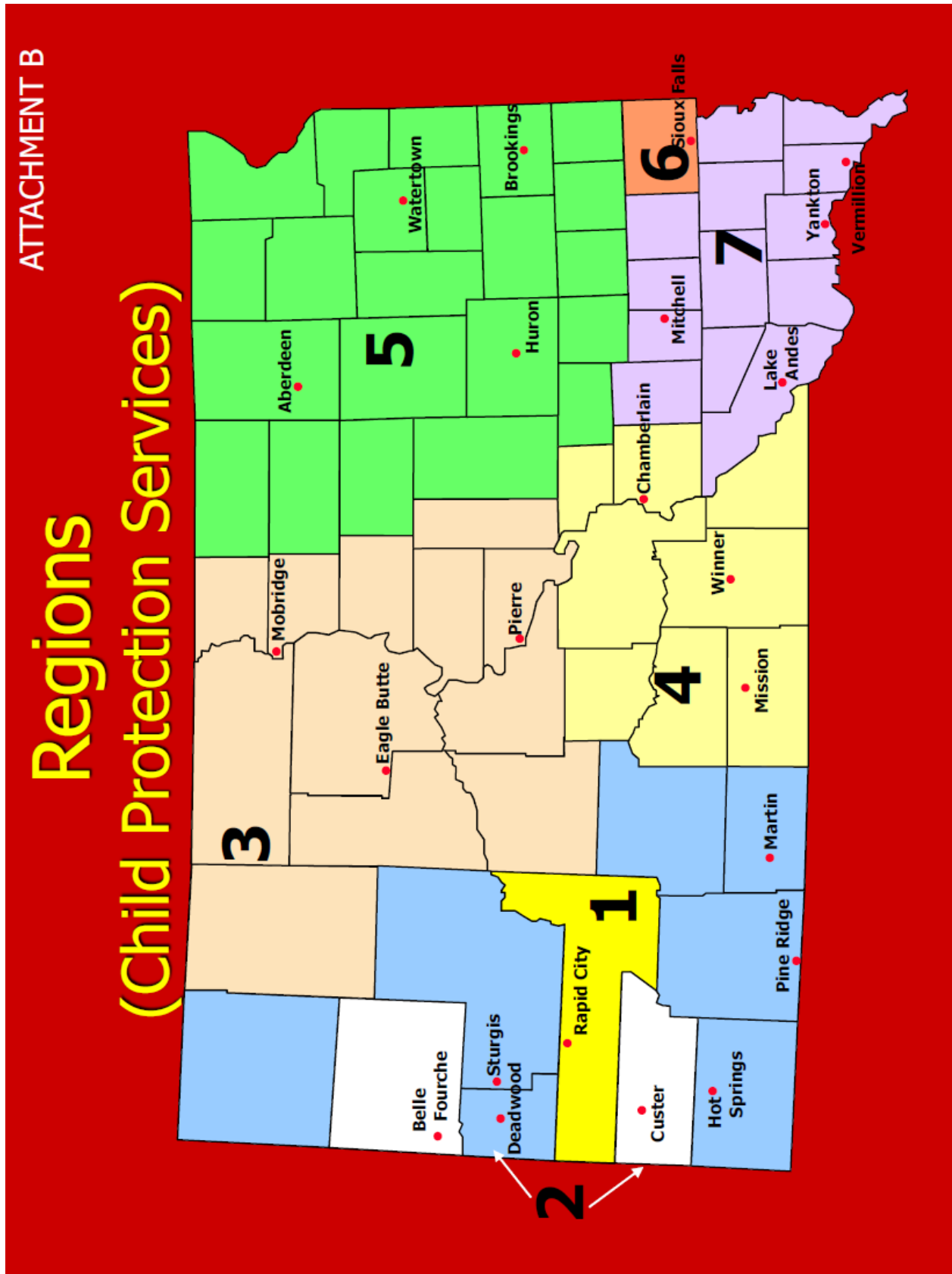
DSS Program Contact Person	_____
Phone	_____

DSS Fiscal Contact Person	Contract Accountant
Phone	605 773-3586

Consultant Program Contact Person	_____
Phone	_____
Consultant Program Email Address	_____

Consultant Fiscal Contact Person	_____
Phone	_____
Consultant Fiscal Email Address	_____

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the State agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.



Attachment C**Kinship HOMESTUDY**

Child's Name	DOB/AGE	Gender	Current Placement

Description of Child(ren):

Reason for out of home placement:

1. APPLICANT'S NAME(S): _____ DOB: _____
 RACE/ETHNICITY: _____
 TRIBAL AFFILIATION: _____
 ADDRESS: _____
 HOME PHONE: _____
 WORK PHONE: _____
 CELL PHONE: _____
 EMAIL: _____

APPLICANT'S NAME(S): _____ DOB: _____
 RACE/ETHNICITY: _____
 TRIBAL AFFILIATION: _____
 WORK PHONE: _____
 CELL PHONE: _____
 EMAIL: _____

RELATIONSHIP TO CHILD(REN) BEING PLACED: _____

REASON APPLICANTS ARE INTERESTED IN PROVIDING KINSHIP CARE AND THEIR MOTIVATION.

Other Adults and Children in the Household

Name: _____ DOB: _____

Relationship to applicant(s): _____

Relationship to child(ren) to be placed: _____

Thoughts about placement of a child(ren) in the home: _____

Brief description of person listed above and any needs: _____

Name: _____ DOB: _____

Relationship to applicant(s): _____

Relationship to child(ren) to be placed: _____

Thoughts about placement of a child(ren) in the home: _____

Brief description of person listed above and any needs: _____

Name: _____ DOB: _____

Relationship to applicant(s): _____

Relationship to child(ren) to be placed: _____

Thoughts about placement of a child(ren) in the home: _____

Brief description of person listed above and any needs: _____

Name: _____ DOB: _____

Relationship to applicant(s): _____

Relationship to child(ren) to be placed: _____

Thoughts about placement of a child(ren) in the home: _____

Brief description of person listed above and any needs: _____

Name: _____ DOB: _____

Relationship to applicant(s): _____

Relationship to child(ren) to be placed: _____

Thoughts about placement of a child(ren) in the home: _____

Brief description of person listed above and any needs: _____

PROVIDE THE NAME, ADDRESS AND PHONE NUMBER OF ADULT CHILDREN (OVER 18):

PROVIDE NAME, ADDRESS, AND PHONE NUMBER FOR EX-SPOUSE(S) OR SIGNIFICANT OTHER(S):

2. Income/Employment:

Employer, Work Schedule, and Length of Employment:

A. Is present income of the family adequate to meet the needs of the existing family?

Does the family have financial ability to care for additional children placed in the household?

☐ Yes ☐ No If no, what would you need to care for the children? _____

B. Will applicant need assistance with child care?

☐ Yes ☐ No Please explain? _____

3. *The following information is documented in the record. Each of these requirements must be met prior to approval for Kinship Care.*

- A. ☐ Signed and dated application. (CP-561)
- B. ☐ Immunization records for all children in household. _____
- C. ☐ Screening for substantiated reports of child abuse and neglect for all household members over 10 years of age. List date and findings: _____
- D. ☐ A minimum of three references have been contacted. _____
- E. ☐ Criminal record check for applicant and all adult household members. List date and findings: _____
- F. ☐ Contact local law enforcement when allowed by local law enforcement. List date and findings: _____

4. Has anyone in the household been investigated for child abuse and neglect?
Yes ☐ No ☐ If yes, please explain. _____

5. Has anyone in the household been convicted of a crime involving harm to children; crimes of violence, spousal abuse or a sex crime?
Yes ☐ No ☐ If yes, please explain. _____

6. Do any of the areas listed below present a concern for you or anyone living in your home that would adversely impact the child placed in your home or impact your ability to provide care for a child placed in your home?

Drugs
Yes ☐ No ☐ If yes, please explain. _____

Alcohol
Yes ☐ No ☐ If yes, please explain. _____

Mental Health
Yes ☐ No ☐ If yes, please explain. _____

Gambling

Yes ☐

No ☐

If yes, please explain. _____

7. The following requirements have been discussed with the applicants and they are aware of their obligation to:

A. ☐ Assure that any vehicle used for transporting children does not exceed its stated passenger capacity. Appropriate child restraints or safety seats are available.

B. ☐ Report any unusual incidents or suspected child abuse/neglect to the Department of Social Services.

C. ☐ Keep information about children and their families confidential.

D. ☐ Assure that any vehicle used for transporting children has auto insurance.

E. ☐ Be available to meet with a CPS FSS each month for an in-home visit in order for CPS to assess the child(ren).

8. The following sanitation and safety requirements must be met by Kinship applicants.

A. ☐ There is an operating smoke detector with an audible alarm system on each level of the home.

B. ☐ An emergency escape plan has been developed and will be shared with each child in care. _____

C. ☐ Fire drills will be conducted each time a child enters care. _____

D. ☐ The water is obtained from either a public water supply or from a water system that is tested annually by the Department of Environment and Natural Resources or a laboratory certified by the Department of Health to conduct such tests. _____

E. ☐ The home is free of exposed electrical wiring. _____

F. ☐ Unused electrical outlets will be covered when children who are four years of age or younger are in care. _____

G. ☐ There are two unlocked exits remote from each other on each level of the home which is used for the care of children. _____

H. ☐ Window screens and storms are removable in case of an emergency. _____

I. ☐ Windows which are to be used as a second exit are at least twenty-two inches in dimension, and five square feet in area.

J. ☐ Hazardous cleaning solutions, chemicals, and poisons are labeled and kept in a enclosed cabinet which is not accessible to children.

- K. ☐ Wall and floor openings, which are thirty inches or more above the ground level, are guarded with railing. _____
- L. ☐ There is sufficient sleeping space for each child in care.
Describe home and sleeping arrangements: _____
- M. ☐ Cribs must meet the Consumer Product Safety Commission (CPSC) standards. If the crib does not meet safety standards, Child Protection Services will assist in obtaining a crib or Pack & Play that meets the standards. Stackable cribs cannot be used. Babies are placed on their back for sleeping. _____
- N. ☐ Soft bedding materials that could pose a suffocation hazard may not be used in cribs or playpens. _____
- O. ☐ Children in care will not sleep in a room which can only be reached by a ladder, folding stairs, or trap door. _____
- P. ☐ Children in care will be provided with clean bed linens, blankets, and pillows. _____
- Q. ☐ Firearms, ammunition, archery bows and arrows, matches and lighters are inaccessible to children unless under adult supervision. _____
- R. ☐ Firearms are kept unloaded, in a locked cabinet, and separate from ammunition. _____
- S. ☐ Children who hunt have completed a hunter safety course. _____
- T. ☐ Plan for storage of medication (non-prescription and prescription). _____

9. *Department of Social Services discipline policy is reviewed and signed by the applicant(s) and followed by applicant.*

10. *Family discussed and identified the type(s) of discipline to be used with child placed.*

11. *Family Social History and Composition*

12. *Assessment of applicant's respect for the child's own family and ability to maintain a working relationship with the child's family members and Child Protection Services' staff.*

13. *Describe ability of applicants, family support, community, and school to meet the child's needs.*

14. *Assessment of Behavioral Protective Capacity*

15. *Assessment of Cognitive Protective Capacity*

16. *Assessment of Emotional Protective Capacity*

17. *List all other family members/relatives that could be considered as an applicant for this child(ren). (List names and available contact information.)*

18. *Summary and recommendations*

A. *Assessment of existing protective capacity*

B. *Assessment of diminished protective capacity*

Kinship Homestudy Specialist Signature

Date

Supervisor Signature

Date

On the basis of the information documented in this study DSS/CPS recommends:

1. ☐ The Kinship placement is approved by DSS CPS

Recommendations for supporting the family

2. ☐ The Kinship placement is pending approval by DSS CPS

Diminished protective capacities need enhanced/addressed prior to approval.

3. ☐ The Kinship placement is denied by DSS CPS

Reason(s) for not considering placement

4. ☐ The parent be considered as a placement option

Recommendations for supporting the family

5. ☐ The parent enters into a case plan with the referring agency to enhance diminished protective capacities.

6. ☐ This ICPC parental placement may proceed

Recommendations for supporting the family

7. ☐ This ICPC parental placement requires further development prior to placement consideration to enhance diminished protective capacities.

Recommendations for further development

CPS Supervisor Signature

Date

Regional Manager Signature

Date

MONTHLY BUDGET

We need to have a clear idea of your monthly expenses.

Monthly Income	Monthly Amount
Net Salary (amount after payroll deduction)	\$
Investment Income	\$
Child Support Received	\$
Public Assistance (TANF, Food Stamps, etc....)	\$
Other Income	\$
TOTAL INCOME	\$
Monthly Expenses	
Housing (rent, lot rent, house payment)	\$
Property Tax	\$
Home Maintenance	\$
Utilities	\$
Food (Groceries and Dining Out)	\$
Laundry and Dry Cleaning	\$
Cable TV-Dish expenses	\$
Internet/Phone	\$
Clothing	\$
Medical	\$
Insurance Policies (life, health, car, etc...)	\$
Car Payment	\$
Cell phone/s	\$
Transportation (gas and car repair)	\$
Credit Card Payments	\$
Other Loan Payments	\$
Recreational (sporting, books, music, movies, gym, etc...)	\$
Newspaper and Magazines	\$
Day Care	\$
Charitable Donations	\$
Pet Care	\$
Child Support Payment	\$
Vacation (can average per year, divided into monthly)	\$
Miscellaneous	\$
Other	\$
Other	\$
	\$
TOTAL EXPENSES	\$
CASH FLOW -- INCOME MINUS EXPENSES	\$

Attachment D – Cost Proposal

You may fill out this form or download the Excel file from

<https://dss.sd.gov/keyresources/rfp.aspx>

FUNDING	TOTAL COSTS
Personnel Costs:	
Administrative	
Professional/Program Staff	
Support Staff	
Benefits	
Other: (Describe)	
SUBTOTAL, PERSONNEL COSTS	
Operating Costs:	
Insurance	
Staff Travel	
Education Materials	
Staff Development and Education	
Other Costs: (Describe)	
SUBTOTAL, OPERATING COSTS	
Equipment Costs:	
Equipment and Supplies	
Printing/Publishing/Postage	
Telephone/Cell Phones/Internet	
Office Supplies	
Vehicle Cost and Maintenance	-
Other Costs: (Describe)	-
SUBTOTAL, EQUIPMENT COST	
Other Costs: (Describe)	
Other Expenses	
Staff recruitment advertising for open positions	
SUBTOTAL, OTHER COSTS	
TOTAL FUNDING REQUEST	